

TAFT, STETTINIUS & HOLLISTER

1800 STAR BANK CENTER
425 WALNUT STREET
CINCINNATI, OHIO 45202-3957

WASHINGTON, D C OFFICE
SUITE 500 — 625 INDIANA AVENUE, N W
WASHINGTON, D C 20004-2901
202-628-2838
FAX 202-347-3419

513-381-2838
CABLE TAFTHOL TWX 810-461-2623
FAX 513-381-0205

COLUMBUS, OHIO OFFICE
SUITE 1000 — 33 NORTH HIGH STREET
COLUMBUS, OHIO 43215-3022
614-221-2838
FAX 614-221-2007

COVINGTON, KENTUCKY OFFICE
SUITE 340 — 1717 DIXIE HIGHWAY
COVINGTON, KENTUCKY 41011-2783
606-331-2838
513-381-2838
FAX 513-381-6613

July 19, 1991

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Sydney L. Strickland
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, D.C. 20423

17447
RECORDATION NO. 17447
JUL 23 1991 - 3 05 PM 1 - 204A041
INTERSTATE COMMERCE COMMISSION
\$15.00

Dear Mr. Strickland:

I have enclosed herewith an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Railroad Equipment Lease, a primary document, dated April 1, 1991.

The names and addresses of the parties to the document are as follows:

LESSOR: The David J. Joseph Company
300 Pike Street
Cincinnati, Ohio 45202

LESSEE: Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

The equipment covered by the enclosed document is one hundred six (106) four pocket rapid discharge open top hopper railcars built in 1981 by Ortner bearing the reporting marks set forth in Exhibit A hereto.

A fee of \$15.00 is enclosed. Please return the original executed copy of the enclosed document to:

Philip F. Schultz, Esq.
Taft, Stettinius & Hollister
1800 Star Bank Center
425 Walnut Street
Cincinnati, OH 45202-3957

JUL 23 3 05 PM '91

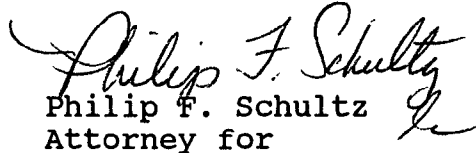
Mr. Sydney L. Strickland
July 19, 1991
Page 2

A short summary of the document to appear in the index follows:

Railroad Equipment Lease between The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202 and Union Pacific Railroad, 1416 Dodge Street, Omaha, Nebraska 68179, dated as of April 1, 1991 and covering one hundred six (106) four pocket rapid discharge open top hopper railcars built in 1981 by Ortner.

Please call me if you should have any questions.

Yours truly,


Philip F. Schultz

Attorney for
The David J. Joseph Company

PFS/lsc
Enclosure

ICCEQLS4.DJJ

EXHIBIT A

DESCRIPTION OF UNITS

One hundred six (106) four pocket rapid discharge open top hopper railcars with 100 ton capacity roller bearing trucks, built by Ortner in 1981 and bearing reporting marks as follows:

<u>OLD NUMBER</u>	<u>NEW NUMBER</u>
GNFX 80001	CHTT 500000
GNFX 80002	CHTT 500001
GNFX 80003	CHTT 500002
GNFX 80004	CHTT 500003
GNFX 80005	CHTT 500004
GNFX 80006	CHTT 500005
GNFX 80007	CHTT 500006
GNFX 80008	CHTT 500007
GNFX 80009	CHTT 500008
GNFX 80010	CHTT 500009
GNFX 80011	CHTT 500010
GNFX 80012	CHTT 500011
GNFX 80013	CHTT 500012
GNFX 80015	CHTT 500013
GNFX 80016	CHTT 500014
GNFX 80017	CHTT 500015
GNFX 80018	CHTT 500016
GNFX 80019	CHTT 500017
GNFX 80020	CHTT 500018
GNFX 80021	CHTT 500019
GNFX 80022	CHTT 500020
GNFX 80023	CHTT 500021
GNFX 80024	CHTT 500022
GNFX 80025	CHTT 500023
GNFX 80026	CHTT 500024
GNFX 80027	CHTT 500025
GNFX 80028	CHTT 500026
GNFX 80029	CHTT 500027
GNFX 80030	CHTT 500028
GNFX 80031	CHTT 500029
GNFX 80032	CHTT 500030
GNFX 80033	CHTT 500031
GNFX 80034	CHTT 500032
GNFX 80035	CHTT 500033
GNFX 80036	CHTT 500034
GNFX 80037	CHTT 500035
GNFX 80038	CHTT 500036
GNFX 80039	CHTT 500037
GNFX 80040	CHTT 500038
GNFX 80041	CHTT 500039
GNFX 80042	CHTT 500040
GNFX 80043	CHTT 500041
GNFX 80044	CHTT 500042
GNFX 80045	CHTT 500043
GNFX 80046	CHTT 500044
GNFX 80047	CHTT 500045

EXHIBIT A

DESCRIPTION OF UNITS

<u>OLD NUMBER</u>	<u>NEW NUMBER</u>
GNFX 80048	CHTT 500046
GNFX 80049	CHTT 500047
GNFX 80050	CHTT 500048
GNFX 80051	CHTT 500049
GNFX 80052	CHTT 500050
GNFX 80053	CHTT 500051
GNFX 80054	CHTT 500052
GNFX 80055	CHTT 500053
GNFX 80056	CHTT 500054
GNFX 80057	CHTT 500055
GNFX 80058	CHTT 500056
GNFX 80059	CHTT 500057
GNFX 80060	CHTT 500058
GNFX 80061	CHTT 500059
GNFX 80062	CHTT 500060
GNFX 80063	CHTT 500061
GNFX 80064	CHTT 500062
GNFX 80065	CHTT 500063
GNFX 80066	CHTT 500064
GNFX 80067	CHTT 500065
GNFX 80068	CHTT 500066
GNFX 80069	CHTT 500067
GNFX 80070	CHTT 500068
GNFX 80071	CHTT 500069
GNFX 80072	CHTT 500070
GNFX 80073	CHTT 500071
GNFX 80074	CHTT 500072
GNFX 80075	CHTT 500073
GNFX 80078	CHTT 500074
GNFX 80079	CHTT 500075
GNFX 80080	CHTT 500076
GNFX 80081	CHTT 500077
GNFX 80082	CHTT 500078
GNFX 80083	CHTT 500079
GNFX 80084	CHTT 500080
GNFX 80085	CHTT 500081
GNFX 80086	CHTT 500082
GNFX 80087	CHTT 500083
GNFX 80088	CHTT 500084
GNFX 80089	CHTT 500085
GNFX 80090	CHTT 500086
GNFX 80091	CHTT 500087
GNFX 80092	CHTT 500088

EXHIBIT A

DESCRIPTION OF UNITS

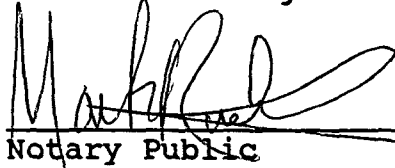
<u>OLD NUMBER</u>	<u>NEW NUMBER</u>
GNFX 80093	CHTT 500089
GNFX 80094	CHTT 500090
GNFX 80095	CHTT 500091
GNFX 80096	CHTT 500092
GNFX 80097	CHTT 500093
GNFX 80098	CHTT 500094
GNFX 80099	CHTT 500095
GNFX 80100	CHTT 500096
GNFX 80101	CHTT 500097
GNFX 80102	CHTT 500098
GNFX 80103	CHTT 500099
GNFX 80104	CHTT 500100
GNFX 80105	CHTT 500101
GNFX 80106	CHTT 500102
GNFX 80107	CHTT 500103
GNFX 80109	CHTT 500104
GNFX 80110	CHTT 500105

CERTIFICATE

17447
RECORDED TO FILED 1425

JUL 23 1991 -3 05 PM

The undersigned, Mark J. Ruehlmann, a notary public in and
for the County of Hamilton, State of Ohio, hereby certifies that
the copy of the document attached hereto has been compared with
the original and that the undersigned has found the copy to be
complete and identical in all respects to the original document.


Notary Public

MARK J. RUEHLMANN, Attorney at Law
NOTARY PUBLIC, OHIO
My Commission Expires 1994
date, Section 147.03 O.R.C.

JUL 23 1991 -3 05 PM

RAILROAD EQUIPMENT LEASE INTERSTATE COMMERCE COMMISSION

THIS RAILROAD EQUIPMENT LEASE (the "Lease"), dated as of the 1st day of April, 1991, is made and entered into by and between The David J. Joseph Company, a Delaware corporation (hereinafter referred to as "Lessor") and Union Pacific Railroad Company, a Utah corporation (hereinafter referred to as "Lessee").

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee all of the items of equipment specified in Exhibit A attached hereto (hereinafter collectively referred to as the "Units" and singularly referred to as "Unit") on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. **Lease of Units.** Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the Units for the period (the "Term") commencing on the later of (the "Commencement Date"): (i) April 1, 1991, or (ii) the date upon which Lessor delivers the Units, or any Unit, to the points of tender as provided in Exhibit C; and ending for all Units on the last day of the twelfth month following the Commencement Date of the last Unit so delivered (the "Termination Date").

2. **Base Rental.** Lessee agrees to pay to Lessor the amount of rent specified in Exhibit B attached hereto (the "Base Rental") in advance on the first day of each calendar month during the Term. The Lessee shall also pay, as additional rent, all such other sums of money as shall become due and payable by Lessee to Lessor under this Lease (the Base Rental and any additional rent due hereunder are sometimes hereinafter referred to as "Gross Rental"). If the Commencement Date is not the first day of the month, a pro-rated monthly installment shall be paid at the then current rate for the fractional month during which the Commencement Date occurs, such installment or installments so pro-rated shall be paid in advance on or before the Commencement Date. Lessee shall not be entitled to any abatement of Gross Rental, reduction thereof or setoff against Gross Rental, it being the intention of the parties hereto that Gross Rental shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. All past due installments of Gross Rental shall bear interest from date due until paid at the rate of twelve percent (12%) per annum.

3. **Delivery and Acceptance of Units.** Lessor will cause each Unit to be tendered to the Lessee at such point or points as are set forth on Exhibit C attached hereto. If any Unit is not deemed by Lessee to be in good operating order and repair, Lessee shall so notify Lessor in a writing that specifies the nature of the defect in the Unit, and Lessor, at its option, may either (i) repair such Unit; (ii) substitute a piece of equipment that is substantially similar to the defective Unit; or (iii) delete the defective Unit. If Lessee uses any Unit or if Lessee has not notified Lessor of any defect in any Unit within ten (10) days of the date such Unit was tendered by Lessor, on the date such Unit is used by Lessee or ten (10) days after such tender, as the case may be, such Unit or Units shall be conclusively deemed to be accepted by Lessee and to conform in all respects with the standards of condition and repair set forth in this Lease.

4. **Maintenance and Repairs.**

(a) Except as otherwise provided herein, Lessee shall be required to preserve the Units in good operating condition while the Units are on Lessee's trackage. All repairs, whether on or off Lessee's trackage shall be performed at Lessor's expense, except that Lessee shall assume the cost of and pay for any damage to a Unit which is caused by or results from any cornering, sideswiping, derailment, improper loading or unloading, ~~unfair or~~ improper usage or operation of any Unit (including, but not limited to, failure to properly close and secure doors prior to movement of any Unit), negligence or similar occurrences while under this Lease. Lessee shall also pay for any adjustments to doors or door operational mechanisms which Lessee may perform or cause to be performed.

(b) It is the intent of this Lease Agreement that Lessor shall have all the rights and obligations of an owner of the Units (including but not limited to inspection, maintenance and repair obligations), except for any rights reserved or given to Lessee herein. Lessee shall have the right to effect all repairs necessary to maintain the Units in good working order in compliance with all pertinent rules, regulations and agreements at Lessor's expense without Lessor's prior consent; provided however, that any repairs in excess of the limits provided by Rule 108 of the AAR Rules of Interchange, must have Lessor's prior consent. Lessor shall have the right, but not the obligation, to conduct such preventative maintenance programs as Lessor deems necessary. Lessee will provide freight and switching services to and from any shop of Lessor's choosing on Lessee's tracks at no cost to Lessor. Lessor will undertake such programs on a rotation basis and in a manner which minimizes the interruptions of service to Lessee.

(c) Lessee shall not make any alteration, improvement or addition to any Unit without the prior written consent of Lessor thereto.

(d) Lessee shall pass through to Lessor any settlement received by it as a result of any loss or destruction of a Unit occurring while on the trackage of others. All settlements for loss or destruction of any Unit occurring on or off Lessee's property shall be in accordance with and on at least as favorable terms as those set forth in the Field Manual of the AAR Interchange Rules.

(e) Lessee shall promptly notify Lessor of the location and condition of any Unit which has been substantially damaged or destroyed and shall thereafter continue to give Lessor any additional information which the Lessor has a need to obtain about such Unit.

(f) Notwithstanding anything herein contained, Lessor may notify Lessee that it is withdrawing from this Agreement any Unit which in the opinion of Lessor has been destroyed, damaged or needs repairs in excess of its economic value, whereupon this Agreement will terminate as to such withdrawn Unit; provided, however, Lessor may, with Lessee's consent, substitute a Unit of like specifications, for such withdrawn Unit, in which case all of the terms and conditions of this Agreement shall apply to the substituted Unit.

5. Disclaimer of Warranties. Lessor hereby expressly disclaims and makes to Lessee no warranty or representation, expressed or implied, as to the condition of the Units or of merchantability or fitness for any particular purpose or otherwise. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Units or any Unit. Lessee's acceptance of delivery of the Units shall be conclusive evidence as between Lessor and Lessee, that each Unit described in any Lessee's certificate sent pursuant to Section 3 above, or that each such Unit deemed accepted by Lessee pursuant to Section 3, is in all of the foregoing respects satisfactory to the Lessee.

6. Use of the Units. Lessee agrees, for the benefit of Lessor, to use the Units predominately in the United States and to comply in all respects with all laws of the jurisdictions in which operations involving any Unit subject to this Lease may extend, and with the Interchange Rules of the Association of American Railroads.

7. Filings and Marks. Lessee agrees to prepare and deliver to Lessor within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of, and furnish a copy to, Lessor) any and all reports required to be filed by Lessor, provided, however, that Lessor shall be responsible for filing this Lease with the Interstate Commerce

Commission pursuant to 49 U.S.C. Sec. 11303. On or before Lease Commencement date, at Lessee's expense, Lessee will have each Unit stencilled and cause each Unit to be kept numbered with its identifying number as set forth under the heading of "New Number" in Exhibit A hereto, and will stencil and keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Unit, in letters not less than one inch in height, the following words: "Owned by The David J. Joseph Company", or other appropriate words designated by Lessor. Lessee will not place any of the Units in operation until such stencils have been so marked on both sides thereof and will replace promptly any such words which may be removed, defaced or destroyed. Lessee will not change, or permit to be changed, the reporting marks on any Unit, except in accordance with a statement of new reporting marks to be submitted therefor which previously shall have been filed with Lessor by the Lessee and filed in all public offices where this Lease will have been filed.

8. Taxes and Other Assessments. Lessee shall be responsible for, and shall indemnify and hold Lessor harmless from, all taxes (including, without limitation, sales, use, excise, import, domestication, personal property, ad valorem, withholding, stamp, documentary and other taxes, and excluding only any federal income taxes of Lessor or tax imposed upon or measured by income or capital of Lessor), license fees, assessments, charges, duties, fines and penalties, currently or hereafter levied or imposed by any state, local, federal or foreign authority (all such expenses, taxes, license fees, assessments, charges, fines, penalties, being hereinafter called "Assessments") upon or in connection with or measured by this Lease or imposed upon the Units or for the possession, rental, shipment, delivery, use or operation thereof or on the earnings arising therefrom (except as provided above), all of which Assessments Lessee assumes and agrees to pay on demand as additional rent hereunder.

9. Indemnification. Except as otherwise provided in this Lease, Lessee assumes liability for, and hereby agrees to indemnify, protect and keep harmless Lessor, its employees, agents, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatsoever kind and nature, arising out of any breach of this Lease by Lessee, or arising out of the possession, use, condition (including but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, selection, delivery, leasing or return of the Units or any Unit, regardless of where, how and by whom operated, and regardless of any failure on the part of Lessor to perform or comply with any conditions of this Lease provided, however, that Lessee shall not be responsible to Lessor

for any loss, destruction, or damage to the cars or parts thereof caused solely by the gross negligence or willful misconduct of Lessor. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Lease.

10. Lessor's Performance of Lessee's Obligations. If Lessee shall fail to duly and promptly perform any of its obligations under this Lease with respect to the Units, Lessor shall have the option, but not the obligation, to perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Units and Lessor's title thereto, and all sums so paid or incurred by Lessor shall be additional rent under this Lease payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of the Lessee.

11. Insurance. Lessee will, at its expense, carry insurance with respect to all of the Units (and the use and operation thereof) at all times in such amounts and with respect to such risks as are described in Exhibit D hereto. Lessee shall from time to time, upon Lessor's request, furnish certificates, policies or endorsements to Lessor as proof of such insurance. The proceeds of any fire, theft and extended coverage insurance with respect to the Units shall be payable solely to Lessor and shall be applied by Lessor in accordance with Section 12 hereof. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance to Lessee. All such insurance shall name Lessor as an additional insured and shall require the insurer to give Lessor ten (10) days prior written notice of any cancellation or modification of such insurance.

12. Risk of Loss. Lessee assumes all risk of loss, damage, theft, condemnation or destruction of the Units. Except as provided in this Section 12, no such loss, damage, theft, condemnation or destruction of the Units, or any Unit, in whole or in part, shall impair the obligations of Lessee under this Lease, all of which shall continue in full force and effect. Whenever any Unit shall be or become worn out, lost, stolen, destroyed or damaged, from ordinary use, neglect, abuse, fire, the elements or any other cause whatsoever, or taken or requisitioned by condemnation or otherwise (such occurrences being hereinafter called "Casualty Occurrences") during the Term of this Lease, Lessee shall, promptly after it shall have been determined that such Unit has suffered a Casualty Occurrence, but in any event within thirty (30) days after such Casualty Occurrence, notify Lessor in writing of such Casualty Occurrence. In the event any of the Units suffer a Casualty

Occurrence, Lessee, at Lessor's option, shall either (i) place the affected Units in good repair, condition and working order, in which case Lessor shall reimburse Lessee for the cost of such repairs to the extent of the recovery, if any, actually received by Lessor from insurance or otherwise for such Casualty Occurrence; (ii) replace the affected Units with like equipment in good repair, condition and working order, in which case Lessor shall reimburse Lessee for the cost of such replacement to the extent of the recovery, if any, actually received by Lessor from insurance or otherwise for such Casualty Occurrence; or (iii) pay to Lessor an amount equal to the accrued Gross Rental for such Units to the date of payment plus a sum equal to the settlement value of such Units, as determined pursuant to Rule 107 of the Interchange Rules of the Association of American Railroads. The balance of any recovery received by Lessor from insurance or otherwise for such Casualty Occurrence shall belong solely to Lessor.

13. Lessee Default. Lessee shall be in default under this Lease upon the happening of any of the following events or conditions (hereinafter referred to as "Events of Default"):

- (a) If Lessee fails to pay any sum required to be paid hereunder on or before the due date and such failure continues for a period of ten (10) consecutive days;
- (b) If Lessee fails at any time to procure or maintain any insurance coverage required by this Lease;
- (c) If Lessee fails to observe or perform any of the covenants, conditions and agreements on the part of Lessee to be observed or performed and contained herein (other than the payment of any sums required to be paid hereunder and other than the obligation to procure and maintain any insurance coverage required by this Lease) or any schedule or any supplement or rider hereto, and such default shall continue for thirty (30) days after receipt by Lessee of written notice of such default;
- (d) The appointment of a receiver, trustee or liquidator of Lessee or of a substantial part of its property, or the filing by Lessee of a voluntary petition in bankruptcy or other similar insolvency laws or for reorganization; or
- (e) If a petition against Lessee in a proceeding under bankruptcy laws or other similar insolvency laws shall be filed and shall not be withdrawn or dismissed within thirty (30) days thereafter.

14. Lessor's Remedies. Upon the occurrence of any one or more of the Events of Default specified in Section 13 above, and at any time thereafter (unless such Event of Default shall have been waived in writing by Lessor), Lessor may without any further notice exercise any one or more of the following remedies:

- (i) Declare all unpaid Gross Rental under this Lease to be immediately due and payable;
- (ii) Terminate this Lease as to any or all Units without relieving Lessee of any of its obligations hereunder;
- (iii) Take possession of the Units and for this purpose enter upon any premises of Lessee and remove the Units, without any liability or suit, action or other proceeding by

Lessee and without relieving Lessee of any of its obligations hereunder; (iv) Cause Lessee, at its sole expense, to promptly return the Units to Lessor in accordance with the terms and provisions of Section 15 hereof; (v) Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or (vi) Exercise any other right available to Lessor at law or in equity. No right or remedy conferred on or reserved to Lessor by this Lease shall be exclusive of any other right or remedy herein or by law provided. All rights and remedies of Lessor conferred on Lessor by this Lease or by law shall be cumulative and in addition to every other right and remedy available to Lessor. No failure on the part of Lessor to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof unless specifically waived by Lessor in writing; nor shall any single or partial exercise by the Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

15. Return of Units. At the expiration of this Lease, or at the direction of Lessor pursuant to Section 14 of this Lease, Lessee shall forthwith deliver possession of the Units to the Lessor. Each Unit returned to the Lessor pursuant to this Section 15 shall (i) be in the same or better operating order, repair and condition as when originally delivered to the Lessee, reasonable wear excepted, and (ii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, the Interstate Commerce Commission, the Department of Transportation, and any other legislative, administrative, judicial, regulatory or governmental body having jurisdiction in the matter. For the purpose of delivering possession of the Units to the Lessor as above required, Lessee shall, at its own cost, expense and risk: (a) Place the Units upon such storage tracks of Lessee as Lessor may reasonably designate; (b) Promptly upon request by Lessor, remove any markings on the Units which indicate Lessee has any interest in the Units and remark the Units in accordance with Lessor's instructions; (c) Permit Lessor to store such Units on such tracks at the risk of Lessee until such Units have been sold, leased or otherwise disposed of by the Lessor, provided, however, that Lessor shall not be entitled to store such Units on such tracks for more than ninety (90) days after the termination of this Lease provided, however, that in the event Lessor fails to remove the Units within such 90-day period, Lessee's rights, duties and obligations in connection with the storage such Units, including any assumption of risk while the Units remain in Lessee's possession beyond the 90-day period shall cease; and (d) Transport the Units to any place on the lines of any railroad operated by Lessee or any of its affiliates or to any connecting carrier for shipment, all as directed by Lessor. The assembly, delivery, storage and transporting of the Units as hereinbefore provided shall be at

the expense and risk of Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the matter, Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee so to assemble, deliver, store and transport the Units. During any storage period, Lessee will permit Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of the Units or any Unit, to inspect the same.

16. Notices. Any notice required or permitted to be given by either party hereto to the other shall be in writing and shall be deemed given when actually received or five (5) days after deposited in United States Certified or Registered Mail, Return Receipt Requested, postage prepaid, addressed as follows:

TO LESSOR: The David J. Joseph Company
300 Pike Street
Cincinnati, Ohio 45202
Attention: Douglas F. McMillan

TO LESSEE: Union Pacific Railroad
1416 Dodge Street
Omaha, Nebraska 68179
Attention: Larry Anderson

or at such other place as the parties hereto may from time to time designate by notice, each to the other.

17. Miscellaneous Provisions.

(a) This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the Units and supersedes all other agreements, oral or written, with respect to the Units. This lease may be amended or supplemented, whether through addition of any schedule and/or rider or otherwise, only by the written consent of both parties.

(b) This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

(c) The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Ohio. The invalidity or unenforceability of any particular provision of this Lease shall not affect the remaining provisions hereof.

(d) No recourse shall be had in any respect of any obligation due under this Lease, or referred to herein, against any incorporator, stockholder, director or officer (past, present or future) of the Lessor.

(e) Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest herein, or sublet any of the Units, without Lessor's prior written consent. This Lease is freely assignable by Lessor, and upon delivery to Lessee of notice of any assignment, the term "Lessor" as used herein shall refer to such assignee, and The David J. Joseph Company shall thereafter be relieved of all of its liabilities and obligations under this Lease.

(f) Nothing contained herein shall give or convey to Lessee any right, title or interest in and to the Units leased hereunder except as a lessee thereof, and the Units are and shall at all times be and remain the sole and exclusive property of Lessor.

(g) Any cancellation or termination of this Lease by Lessor, pursuant to the terms and provisions hereof, or any schedule, supplement, rider or amendment hereto, or any termination of the Term by lapse of time, shall not release Lessee from any then outstanding obligations and/or duties to Lessor hereunder.

(h) Time is of the essence of this Lease.

(i) Notwithstanding anything contained in this Lease to the contrary, Lessor shall not be liable for its failure to perform any obligations of Lessor herein contained by reason of labor disturbances (including strikes and lockouts), war, riots or civil commotion, acts of God, fires, floods, explosions, storms, accidents, governmental regulations or interference, or any cause whatsoever beyond Lessor's reasonable control.

(j) It is expressly understood and agreed by the parties hereto that this instrument constitutes a lease of the Units only, and that no joint venture or partnership is being created.

(k) To the extent there exists any conflict between the terms and provisions of this Lease and the terms and provisions of the Interchange Rules or the Codes of Car Hire and Car Service Rules of the Association of American Railroads, this Lease shall control.

(l) Lessee shall not use the Units, or any Unit, for the storage or hauling of any corrosive, hazardous, toxic or radioactive substance or materials.

(m) Lessor shall have the right, but not the obligation, by its authorized representative, to inspect the Units and the records of Lessee with respect thereto at such times as shall reasonably be necessary to confirm to Lessor the

existence and proper maintenance of the Units during the continuance of this Lease.

(n) Lessee hereby authorizes Lessor, and agrees that Lessor shall be entitled, to access UMLER and receive all information thereon with respect to the Units, or the use and operation thereof, together with all other information as may be available from the Association of American Railroads, and Lessee agrees to execute such instruments or consents as may be necessary or required in order to carry out the intent of this paragraph (n).

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

LESSOR:

Signed and acknowledged
in the presence of:

L. W. Burt.

(As to Lessor)
Susan F. Wadsworth
(As to Lessor)

THE DAVID J. JOSEPH COMPANY

BY: 157 M4

NAME: DOUGLAS F McMillen

TITLE: VICE PRESIDENT

LESSEE:

Signed and acknowledged
in the presence of:

Larry S. Anderson
(As to Lessee)

(As to Lessee)

(As to Lessee)

UNION PACIFIC RAILROAD

BY: Permy J. Halonen

NAME: _____

TITLE: *AVP Supply*

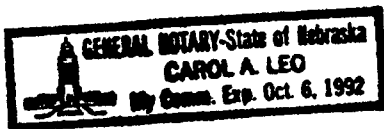
STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this
3rd day of June, 1991, by
Douglas F. McMillan the Vice President of The David
J. Joseph Company, a Delaware corporation, on behalf of the
corporation.

Carolyn A. Trainor
CAROLYN A. TRAINOR Notary Public
Notary Public, State of Ohio
My Commission Expires March 8, 1993

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS:

The foregoing instrument was acknowledged before me this
29th day of May, 1991, by
Jerry J. Habraken, the AVP-Supply of Union Pacific
Railroad, a Utah corporation, on behalf of the Union Pacific
Railroad.



Carol A. Leo
Notary Public

EXHIBIT A

DESCRIPTION OF UNITS

One hundred six (106) four pocket rapid discharge open top hopper railcars with 100 ton capacity roller bearing trucks, built by Ortner in 1981 and bearing reporting marks as follows:

<u>OLD NUMBER</u>	<u>NEW NUMBER</u>
GNFX 80001	CHTT 500000
GNFX 80002	CHTT 500001
GNFX 80003	CHTT 500002
GNFX 80004	CHTT 500003
GNFX 80005	CHTT 500004
GNFX 80006	CHTT 500005
GNFX 80007	CHTT 500006
GNFX 80008	CHTT 500007
GNFX 80009	CHTT 500008
GNFX 80010	CHTT 500009
GNFX 80011	CHTT 500010
GNFX 80012	CHTT 500011
GNFX 80013	CHTT 500012
GNFX 80015	CHTT 500013
GNFX 80016	CHTT 500014
GNFX 80017	CHTT 500015
GNFX 80018	CHTT 500016
GNFX 80019	CHTT 500017
GNFX 80020	CHTT 500018
GNFX 80021	CHTT 500019
GNFX 80022	CHTT 500020
GNFX 80023	CHTT 500021
GNFX 80024	CHTT 500022
GNFX 80025	CHTT 500023
GNFX 80026	CHTT 500024
GNFX 80027	CHTT 500025
GNFX 80028	CHTT 500026
GNFX 80029	CHTT 500027
GNFX 80030	CHTT 500028
GNFX 80031	CHTT 500029
GNFX 80032	CHTT 500030
GNFX 80033	CHTT 500031
GNFX 80034	CHTT 500032
GNFX 80035	CHTT 500033
GNFX 80036	CHTT 500034
GNFX 80037	CHTT 500035
GNFX 80038	CHTT 500036
GNFX 80039	CHTT 500037
GNFX 80040	CHTT 500038
GNFX 80041	CHTT 500039
GNFX 80042	CHTT 500040
GNFX 80043	CHTT 500041
GNFX 80044	CHTT 500042
GNFX 80045	CHTT 500043
GNFX 80046	CHTT 500044
GNFX 80047	CHTT 500045

EXHIBIT A

DESCRIPTION OF UNITS

<u>OLD NUMBER</u>	<u>NEW NUMBER</u>
GNFX 80048	CHTT 500046
GNFX 80049	CHTT 500047
GNFX 80050	CHTT 500048
GNFX 80051	CHTT 500049
GNFX 80052	CHTT 500050
GNFX 80053	CHTT 500051
GNFX 80054	CHTT 500052
GNFX 80055	CHTT 500053
GNFX 80056	CHTT 500054
GNFX 80057	CHTT 500055
GNFX 80058	CHTT 500056
GNFX 80059	CHTT 500057
GNFX 80060	CHTT 500058
GNFX 80061	CHTT 500059
GNFX 80062	CHTT 500060
GNFX 80063	CHTT 500061
GNFX 80064	CHTT 500062
GNFX 80065	CHTT 500063
GNFX 80066	CHTT 500064
GNFX 80067	CHTT 500065
GNFX 80068	CHTT 500066
GNFX 80069	CHTT 500067
GNFX 80070	CHTT 500068
GNFX 80071	CHTT 500069
GNFX 80072	CHTT 500070
GNFX 80073	CHTT 500071
GNFX 80074	CHTT 500072
GNFX 80075	CHTT 500073
GNFX 80078	CHTT 500074
GNFX 80079	CHTT 500075
GNFX 80080	CHTT 500076
GNFX 80081	CHTT 500077
GNFX 80082	CHTT 500078
GNFX 80083	CHTT 500079
GNFX 80084	CHTT 500080
GNFX 80085	CHTT 500081
GNFX 80086	CHTT 500082
GNFX 80087	CHTT 500083
GNFX 80088	CHTT 500084
GNFX 80089	CHTT 500085
GNFX 80090	CHTT 500086
GNFX 80091	CHTT 500087
GNFX 80092	CHTT 500088

EXHIBIT A

DESCRIPTION OF UNITS

<u>OLD NUMBER</u>	<u>NEW NUMBER</u>
GNFX 80093	CHTT 500089
GNFX 80094	CHTT 500090
GNFX 80095	CHTT 500091
GNFX 80096	CHTT 500092
GNFX 80097	CHTT 500093
GNFX 80098	CHTT 500094
GNFX 80099	CHTT 500095
GNFX 80100	CHTT 500096
GNFX 80101	CHTT 500097
GNFX 80102	CHTT 500098
GNFX 80103	CHTT 500099
GNFX 80104	CHTT 500100
GNFX 80105	CHTT 500101
GNFX 80106	CHTT 500102
GNFX 80107	CHTT 500103
GNFX 80109	CHTT 500104
GNFX 80110	CHTT 500105